

1 BILL NO. S-86-05-13

2 SPECIAL ORDINANCE NO. S-

3 AN ORDINANCE approving the Contract for
4 Res. #6041-86 - Oxford '86, Curbs and
5 Walks, by the City of Fort Wayne, Indiana,
6 by and through its Board of Public Works
7 and Safety and Hipkind Concrete, Inc.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. The annexed Contract for Res. #6041-86 -
11 Oxford '86, Curbs and Walks, by the City of Fort Wayne, by and
12 through its Board of Public Works and Safety and Hipkind Concrete,
13 Inc., is hereby ratified, and affirmed and approved in all re-
14 spects. The work under said Contract requires:

15 improving curbs and sidewalks on
16 Warsaw Street from Boltz to Dalman
17 (Base Bid);

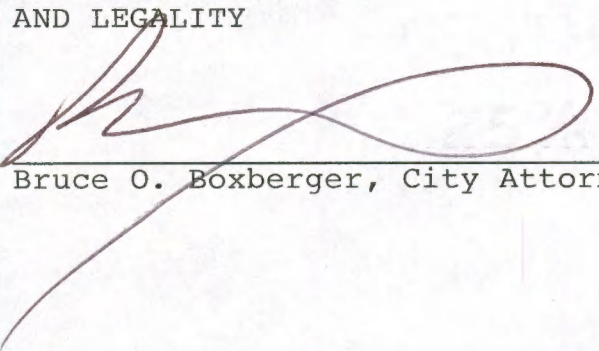
18 the Contract price is Forty-Two Thousand Seven Hundred Forty-Nine
19 and 80/100 Dollars (\$42,749.80).

20 SECTION 2. Prior Approval was requested from Common
21 Council with respect to this Contract on May 13, 1986. Two (2)
22 copies of the Contract attached hereto are on file with the City
23 Clerk, and are available for public inspection, according to law.

24 SECTION 3. That this Ordinance shall be in full force
25 and effect from and after its passage and any and all necessary
26 approval by the Mayor.

27 
28 Councilmember

29 APPROVED AS TO FORM
30 AND LEGALITY

31 
32 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee Public Works (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City County Building, Fort Wayne,
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ M., E.

DATE: 5-13-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry
seconded by Stier, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-27-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)

(~~SPECIAL~~) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 5-83-86
on the 27th day of May, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 28th day of May, 1986,
at the hour of 11:30 o'clock 11 M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29 day of May,
1986, at the hour of 3:30 o'clock 3 M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

PROJECT: OXFORD NPI '86

RESOLUTION # 6041-86

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	II - III	Instruction to Bidders
X	SI	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP17	General Provisions
X	GPA1 - GPA6	Federal Labor Standards Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Certification of Non-Segregated Facilities
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Federal Wage Scale
X		Payment Bond
X		Warranty Bond
X		Barricade Info. & Anti-Apartheid Certificate
Discount for Prompt Payment 10 Calendar Days 20 Calendar Days 30 Calendar Days Or (See General Provisions Clause) <u>2</u> <u>8</u> <u>8</u>		
Acknowledgement of Amendments	Amendment No.	Date

BID SUBMITTEDACCEPTANCE OF BID/AWARD OF CONTRACTContractor HIPSKIND CONCRETE Corp City of Fort Wayne

Board of Public Works

By Paul D. HipkindIts PRESIDENTOffer Date 3-19-86Compliance: Jr. AdamsBidder agrees to keep bid open for
acceptance for days (90 days
unless otherwise specified.)David J. KierLawrence D. Conner

City of Fort Wayne

Mayor

Lawrence D. Conner

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____% (cross out inapplicable provision).

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- | | | |
|--------------------------------|--|--|
| 1. VERNICE MAYS ASPHALT | | |
| 2. ARMORE ASPHALT | | |
| 3. LOUIS ESQUIVEL TREE SERVICE | | |

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- | | | |
|------------------------|--|--|
| 1. STATE WIDE TRUCKING | | |
| 2. M & S LANDSCAPE | | |
| 3. | | |

- E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor NIPSKIND CONCRETE

By [Signature]

Its President

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

Contractor H. P. SKIND CONCRETE Corp
By [Signature]
Its President

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of \$10,000.00)

A. The Offeree's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time- Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 3-19, 1986 NIPSKIND CONCRETE CORP
(Name of Bidder)

By

[Signature]

Official Address (including
ZIP code):

5502 MASON DR
City 46809

President
Title

It is the policy of Nipskind Concrete Corp that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Nipskind Concrete Corp will not
(Company)

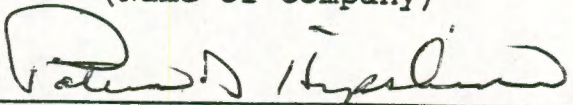
discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Nipskind Concrete will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Nipskind Concrete Corp
(Name of Company)


(Signature of Company Official)

3 - 19 - 86
(Date)

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, PAT HIPSKIND, the PRESIDENT
(name)
_____, of HIPSKIND CONCRETE CORP
(position) (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 22ND
day of MAY, 1985, now on file in the office of the Board of
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by
reference incorporated herein and made a part hereof, is a true and correct
statement and accurately reflects the financial condition of said company as of
the date hereof;

(2) That I am familiar with the books of said company showing its financial
condition and am authorized to make this certificate on its behalf.

Dated: 3-19-86

[Signature]
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said
County and State, this 19TH day of MARCH, 1986.

[Signature]

My commission expires:

April 19, 1987

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and Hipskind Concrete Corp
Patrick D Hipskind

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Hipskind Concrete
By Patrick D Hipskind
President

Subscribed and sworn to before me by Patrick D Hipskind
this 19th day of March, 1986

My Commission Expires:

April 19, 1987

Martha T. Engert
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Contract No.

ITEMIZED PROPOSAL

CONTRACTOR:

NIPSIK: UN CONCRETE

PROJ: OXFORD NSA ALTERNATE # 1

RES. NO: 6041-86

[illegible]

TOTAL: 34,674⁰⁰

Sheet 2 of 3

Note: Contractor will be paid on measured quantities only at unit price bid.

ITEMIZED PROPOSAL

CONTRACTOR:

High Kind Concrete

PROJ: OXFORD NSA ALTERNATE # 2

RES. NO: 6041-86

[illegible]

TOTAL:

74,754.60

Note: Contractor will be paid on measured quantities only at unit price bid.

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Hipskind Concrete Corp., Ft. Wayne, IN

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne, Fort Wayne, IN

..... as Oblige, (hereinafter called the "Oblige"), in the sum of 5% of Contractor's Maximum Bid Dollars (\$.....), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resolution 6041-86 Curb and Sidewalk

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of March A.D. 19 86

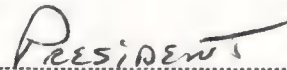
Hipskind Concrete Corp



(SEAL)

Principal

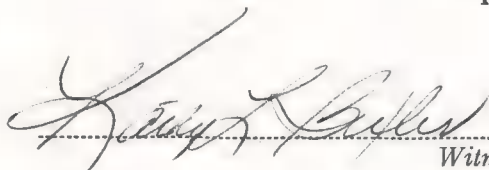
Witness



Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety



Witness

By  Attorney-in-Fact

Title

Fidelity and Deposit Company

BALTIMORE

(SEAL)

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That Hipskind Concrete Corporation

(Here insert the name and address or legal title of the Contractor)

5502 Mason Dr., Ft. Wayne, IN 47809

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner,

in the amount of Forty-two thousand seven hundred forty-nine and 80/100

Dollars (\$ 42,749.80), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated March 21 19 86, entered into a contract with Owner for Resolution 6041-86 Curb & Sidewalks

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 21st day of March A.D. 19 86

In the presence of:

HIPSKIND CONCRETE CORPORATION

(SEAL)

Principal

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Tereus Glad (SEAL)
Attorney-in-Fact Title

[illegible]

BIDDER:

JOHN DEHNER INC.

[illegible]

0.001% over	0.001% over	0.001% over	0.001% over
28.321% under	9.941% under	6.487% under	8.612% under

TITLE OF ORDINANCE Contract for Res. 6041-86 - Oxford NPI '86 (curbs & walks)

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 6041-86 is deemed necessary to improve curbs and sidewalks on Warsaw Street from Boltz to Dalman (Base Bid). Hipkind Concrete, Inc., is the contractor.

J-16-05-13

PRIOR APPROVAL REQUESTED 5/13/86

EFFECT OF PASSAGE Improvement of curbs and walks at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$42,749.80

ASSIGNED TO COMMITTEE

BILL NO. S-86-05-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS
REFERRED AN (ORDINANCE) (~~XXXXXXXXXX~~ RESOLUTION) approving the Contract
for Res. #6041-86 - Oxford '86, Curbs and Walks, by the City of
Fort Wayne, Indiana, by and through its Board of Public Works and
Safety and Hipkind Concrete, Inc.

HAVE HAD SAID (ORDINANCE) (~~XXXXXXXXXX~~ RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~XXXXXXXXXXXXXX~~ RESOLUTION)

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Donald J. Schmidt
DONALD J. SCHMIDT
VICE CHAIRMAN

Mark E. GiaQuinta
MARK E. GiaQUINTA

Paul M. Burns
PAUL M. BURNS

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 5-27-86

SANDRA E. KENNEDY
CITY CLERK